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12
13
14 **UNITED STATES DISTRICT COURT**
15 **CENTRAL DISTRICT OF CALIFORNIA**

16 ALVANTOR INDUSTRY CO., LTD.
17 and NINGBO LEEDOR INDUSTRY
18 CO., LTD.

19 Plaintiffs,

20 v.

21 SHENZHEN JORDA TRADING
22 CO., LTD., DBA ELEVENS, PEX
23 FIX, ET AL., SHENZHEN 703,
24 AKA, SHENZHEN QILINGSAN
25 NETWORK TECHNOLOGY CO.,
26 LTD., NEUTYPE, AND MIRUO
27 MIRROR, INC.,

28 Defendants.

Case No: 2:22-cv-04844-DOC-JPR

PLAINTIFFS' OPPOSITION TO
DEFENDANTS' MOTION TO
DISMISS PLAINTIFFS' FIRST,
SECOND, AND THIRD CAUSES OF
ACTION OF PLAINTIFFS' FIFTH
AMENDED COMPLAINT

Hearing:

Date: November 6, 2023

Time: 8:30 a.m.

Location: Courtroom 10A

Judge: Hon. David O. Carter

Complaint Filed: July 14, 2022

1

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1 **I. INTRODUCTION AND SUMMARY OF ARGUMENT**

2 Defendants should never have brought their Motion to Dismiss the First
 3 through Third Causes of Action of Plaintiffs' Fifth Amended Complaint ("5AC"). It
 4 is based on the same legal argument they advanced in support of their motion to
 5 dismiss Plaintiffs' Third Claim for Trade Dress Infringement of the Fourth Amended
 6 Complaint ("4AC"); namely, that Alvantor has failed to allege facts showing its trade
 7 dress is "non-functional." This argument has no more merit now than when it was
 8 previously raised, fully briefed by the parties, and considered by the Court in the
 9 September 7, 2023 Order granting in part and denying in part Defendants' Rule
 10 12(b)(6) motion. (Dkt. 67). Defendants' Motion to Dismiss therefore represents
 11 nothing more than an improper request for reconsideration of this Court's September
 12 7th Order.¹

13 The Court's September 7th Order not only expressly states the Court "reviewed
 14 the moving papers and considered the parties' arguments" (Dkt. 67 at p. 1), but the
 15 Order is complete on its face (*i.e.*, the Court does not state it is not reaching one of
 16 Defendants' trade dress arguments). While the September 7th Order does not
 17 expressly address Defendants' "non-functional" argument, it is well settled that a
 18 court is "not required to address every single allegation . . . or argument" in its order.
 19 *See, e.g., Chloe SAS v. Sawabeh Information Servs. Co.*, CV 11-04147 GAF (MANx),
 20 2013 WL 901986, at *5 (C.D. Cal. Jan. 31, 2013) (citation omitted).

21 Defendants apparently believe they can circumvent the Local Rules and the
 22 Court's prior ruling – which Defendants implicitly concede Plaintiffs have followed
 23 when amending the now-operative pleading – and demand the Court reconsider an
 24

25
 26 ¹ Because Plaintiffs contend Defendants' Motion is legally baseless from an objective
 27 perspective, made without a reasonable and competent inquiry, and filed for improper
 28 purposes, Plaintiffs served Defendants on October 12, 2023 with their motion for
 sanctions pursuant to Rule 11 of the Federal Rules of Civil Procedure. Plaintiffs will
 file their Rule 11 Motion if Defendants fail to withdraw their motion within 21 days,
 and Plaintiffs request that the Court hear the Rule 11 motion together with
 Defendants' Motion to Dismiss.

1 issue Defendants have already raised. As such, Defendants' Motion to Dismiss should
 2 be evaluated as a poorly disguised motion for reconsideration. *See Lam Research*
 3 *Corp. v. Schunk Semiconductor*, 65 F.Supp.3d 863, 869 (N.D. Cal. 2014) ("Courts
 4 'will not exalt form over substance and permit a party to circumvent the applicability
 5 of [L.R. 7-18] merely by avoiding the 'motion for reconsideration' label.'") (citation
 6 omitted). As such, Defendants were required to comply with Local Rule 7-18.
 7 Defendants have not come close to doing so.

8 Even if the Court considers Defendants' "non-functional" argument, however,
 9 Defendants' Motion to Dismiss lacks substantive merit. As Plaintiffs explained in
 10 their Opposition to Defendants' prior Rule 12(b)(6) motion (Dkt. 64 at 15:12-16:12),²
 11 a motion to dismiss is not the proper vehicle by which the Court should weigh
 12 functionality in a trade dress infringement claim because "[f]unctionality is a question
 13 of fact." *Clicks Billiards, Inc. v. Sixshooters, Inc.*, 251 F.3d 1252, 1258 (9th Cir. 2001)
 14 (citations omitted). Plaintiffs also explained in their Opposition that Alvantor has
 15 pleaded its trade dress claim sufficiently under Rule 8 (Dkt. 64 at 16:4-12).

16 For these and other reasons set forth below, this Court should deny Defendants'
 17 Motion to Dismiss.

18 **II. RELEVANT PROCEDURAL HISTORY**

19 On August 7, 2023, Defendants filed a motion to dismiss Plaintiffs' First
 20 through Third and Fifth Causes of Action in Plaintiffs' 4AC. Defendants advanced
 21 two arguments why the Court should dismiss Plaintiffs' Third Claim for Trade Dress
 22 Infringement: (1) Alvantor failed to describe the elements of its trade dress because it
 23 used non-limiting qualifier language; and (2) Alvantor failed to allege facts showing
 24 that its trade dress is "non-functional." (Dkt. 63-1 at 17:23-21:15). On August 21,
 25 2023, Plaintiffs' filed their Opposition to Defendants Rule 12(b)(6) motion, which
 26 included substantive responses to both of these arguments. (Dkt. 64 at 15:12-16:12).

27 _____
 28 ² All references to page numbers of previously filed pleadings and briefs are based
 on the ECF page numbers.

1 On September 7, 2023, this Court entered an Order granting in part and denying
 2 in part Defendants' motion to dismiss. Among other things, the Court's September
 3 7th Order expressly provides the Court "reviewed the moving papers and considered
 4 the parties' arguments". (Dkt. 67 at p. 1). The September 7th Order is also complete
 5 on its face (*i.e.*, the Court does not state it is not reaching one of Defendants'
 6 arguments). With respect to Plaintiffs' Third Cause of Action for Trade Dress
 7 Infringement, the Court concluded: "Plaintiffs' trade dress 'include[s], but [is] not
 8 limited to' thirteen separate elements. Thus, the 4AC does not adequately articulate
 9 the aspects of Plaintiffs' trade dress." (Dkt. 67 at p. 6 (citing 4AC ¶ 54)). The
 10 September 7th Order did not expressly address Defendants' "non-functional"
 11 position.

12 As for Plaintiffs' First and Second Causes of Action, the Court denied
 13 Defendants' Rule 12(b)(6) motion in part, stating it was proper for Plaintiffs to allege
 14 Defendants copied aspects of Plaintiffs' designs, but Plaintiffs could not allege that
 15 Defendants were liable under the Lanham Act for copying Plaintiffs' copyrighted
 16 product descriptions. (Dkt. 67 at pp. 5-6). The Court gave Plaintiffs 14 days to file
 17 their 5AC.

18 Plaintiffs timely filed their 5AC on September 21, 2023 (Dkt. 68). In doing so,
 19 Plaintiffs eliminated the non-limiting qualifier phrase "including but not limited to"
 20 from its trade dress infringement claim. *See* 5AC ¶ 54. Further, Plaintiffs amended
 21 their First and Second Causes of Action to remove references to Defendants' copying
 22 of Plaintiffs' copyrighted product descriptions and limit these claims to Defendants'
 23 copying aspects of Plaintiffs' designs or trade dress.

24 **III. LEGAL ARGUMENT**

25 **A. Defendants' Motion to Dismiss Should Be Denied Because It Is a**
26 *Thinly-Veiled and Improper Motion for Reconsideration.*

27 In the present Motion to Dismiss, Defendants simply rehash legal arguments
 28 they previously asserted in support of their motion to dismiss Plaintiffs' Third Claim

1 for Trade Dress Infringement in the 4AC. Specifically, Defendants argue this Court
 2 should dismiss Plaintiffs' trade dress claim in the 5AC because Alvantor has failed to
 3 allege facts showing its trade dress is "non-functional." (Dkt. 69-1 at 8:23-11:22).
 4 They also ask the Court to dismiss Plaintiffs' First and Second Causes of Action
 5 because they are based upon Alvantor's trade dress claim. (Dkt. 69-1, at 11:23-14:3).
 6 It is undisputed Defendants previously asserted the same "non-functional" argument
 7 (Dkt. 63-1 at 19:7-21:15), and Plaintiffs filed an Opposition refuting Defendants'
 8 argument. (Dkt. 64 at 15:12-16:12).

9 By rearguing their "non-functional" position, Defendants' Motion to Dismiss
 10 is, in substance, a motion for reconsideration. *See Lam Research Corp. v. Schunk*
 11 *Semiconductor*, 65 F.Supp.3d 863, 869 (N.D. Cal. 2014) ("Courts 'will not exalt form
 12 over substance and permit a party to circumvent the applicability of [L.R. 7-18]
 13 merely by avoiding the 'motion for reconsideration' label.'") (citing *Semiconductor*
 14 *Energy Laboratory Co., Ltd. v. Chi Mei Optoelectronics Corp.*, No. C 04-04675
 15 MHP, 2006 WL 2130866 (N.D. Cal. July 27, 2006) (recognizing that party's "motion
 16 for clarification" of a claim construction order was "in substance, a motion for
 17 reconsideration" and could "be denied on that basis alone"). As such, Defendants
 18 were required to comply with Local Rule 7-18.

19 Reconsideration is an "extraordinary remedy, to be used sparingly in the
 20 interests of finality and conservation of judicial resources." *Kona Enters., Inc. v.*
 21 *Estate of Bishop*, 229 F.3d 877, 890 (9th Cir. 2000) (citation omitted). A "motion for
 22 reconsideration should not be granted, absent highly unusual circumstances, unless
 23 the district court is presented with newly discovered evidence, committed clear error,
 24 or if there is an intervening change in the controlling law." *389 Orange St. Partners*
 25 *v. Arnold*, 179 F.3d 656, 665 (9th Cir. 1999) (citation omitted). A motion to reconsider
 26 "may not be used to raise arguments or present evidence for the first time when they
 27 reasonably could have been raised earlier in the litigation." *Carroll v. Nakatani*, 342
 28 F.3d 934, 945 (9th Cir. 2003).

1 Under this District's Local Rules, the Court cannot reconsider a previous ruling
 2 unless the party requesting reconsideration meets the following standard:

3 A motion for reconsideration of an Order on any motion or application
 4 may be made only on the grounds of (a) a material difference in fact or
 5 law from that presented to the Court that, in the exercise of reasonable
 6 diligence, could not have been known to the party moving for
 7 reconsideration at the time the Order was entered, or (b) the emergence
 8 of new material facts or a change of law occurring after the Order was
 9 entered, or (c) a manifest showing of a failure to consider material facts
 10 presented to the Court before the Order was entered. No motion for
 11 reconsideration may in any manner repeat any oral or written argument
 12 made in support of, or in opposition to, the original motion. Absent
 13 good cause shown, any motion for reconsideration must be filed no later
 14 than 14 days after entry of the Order that is the subject of the motion or
 15 application.

16 C.D. Cal. Local Rule 7-18.

17 Defendants have not come close to satisfying L.R. 7-18. To begin, Defendants'
 18 "motion for reconsideration" is untimely, as it was filed on October 5, 2023, *i.e.*, more
 19 than 14 days after the Court issued its September 7th Order. Even if Defendants had
 20 properly noticed a motion for reconsideration, however, it would fail because
 21 Defendants have not shown they are entitled to such relief. Indeed, in direct
 22 contravention of the L.R. 7-18, Defendants are raising the same "non-functional"
 23 arguments raised in their motion to dismiss the 4th AC. "A court should not
 24 experience *déjà vu* when reviewing a motion for reconsideration." *Woulfe v.*
 25 *Universal City Studios LLC*, 2:22-cv-00459-SVW-AGR, 2023 WL 3321752, at *1
 26 (C.D. Cal. Mar. 9, 2023) (citing, *inter alia*, *Tortilla Factory LLC v. United Natural*
 27 *Foods, Inc.*, No. CV 17-7539 FMO, 2019 WL 4451230, at *2 ("Where a motion for
 28 reconsideration raises no new arguments, but instead relies on the same arguments

1 made in the party's original [motion], the motion for reconsideration should be
 2 denied.") (citations and quotations omitted).

3 Finally, Plaintiffs anticipate that Defendants will argue they have not filed a
 4 motion for reconsideration because, while Defendants' "non-functional" position was
 5 fully briefed by the parties, the Court did not expressly rule on this particular argument
 6 when issuing its September 7, 2023 Order partially granting Defendants' Rule
 7 12(b)(6) motion. (Dkt. 67). Such an argument is without merit.

8 A court is "not required to address every single allegation . . . or argument" in
 9 its order. *See, e.g., Chloe SAS v. Sawabeh Information Servs. Co.*, CV 11-04147 GAF
 10 (MANx), 2013 WL 901986, at *5 (C.D. Cal. Jan. 31, 2013) ("[T]he Court is under no
 11 obligation to explicitly address each and every one of Tradekey Defendants'
 12 arguments.") (citing *Chagby v. Target Corp.*, CV 08-4425-GHK (PJWx), 2009 WL
 13 398972, at *1 (C.D. Cal. 2009) ("We need not, and are not required to, address every
 14 single allegation made in Plaintiff's Complaint, or arguments made in Plaintiff's
 15 opposition, in the Order"); *Salinas v. City of San Jose*, 5:09-cv-04410 EJD, 2011 WL
 16 3739555, at *3 (N.D. Cal. Aug. 23, 2011) ("[T]he fact the court did not address every
 17 point or every case cited by [Defendant] . . . does not equate to a failure to consider
 18 dispositive arguments, especially when the Order appears complete on its face.")).
 19 Here, the Court's September 7th Order not only expressly states the Court "reviewed
 20 the moving papers and considered the parties' arguments" (Dkt. 67 at p. 1), but the
 21 Order is complete on its face.

22 Plaintiffs also anticipate Defendants will rely on *Mosaic Brands, Inc. v. The*
 23 *Ridge Wallet LLC*, 2:20-CV-04556-AB (JCx), 2020 WL 5640233 (C.D. Cal. Sept. 3,
 24 2020) and *Keep a Breast Foundation v. Seven Group, et al.*, 2011 WL 3240756 (S.D.
 25 Cal. July 28, 2011) for the proposition that rearguing their "non-functional" position
 26 does not constitute a motion for reconsideration because the Court did not expressly
 27 address this issue in its September 7th Order. These decisions are readily
 28 distinguishable, however, because they both expressly provided that the court was not

1 considering a particular argument. *Mosaic Brands, Inc.*, 2020 WL 5640233, at *5
 2 (“Because Plaintiff has not adequately identified its trade dress, the Court need not
 3 reach whether Plaintiff sufficiently pleaded the elements of trade dress
 4 infringement.”); *Keep a Breast Foundation*, 11-cv-00570 BEN (WMc), 2011 WL
 5 3240756, at *3 (“Because the Court finds that Plaintiff has not sufficiently described
 6 its proposed trade dress, it need not reach whether Plaintiff sufficiently pled the
 7 elements of likelihood of confusion or distinctiveness/secondary meaning.”) Here, by
 8 contrast, the Court’s September 7th Order contains no statement that the Court had
 9 refrained from considering Defendants’ “non-functional” argument.

10 Accordingly, Defendants’ Motion is procedurally and substantively deficient,
 11 and this Court should deny it in its entirety.

12 **B. Plaintiffs’ Allegations of Non-Functionality are Sufficient.**

13 Even if the Court considers Defendants’ “non-functional” argument, however,
 14 Defendants’ Motion to Dismiss lacks substantive merit.

15 Defendants’ argument that Alvantor has failed to allege sufficient facts to
 16 show that its trade dress is non-functional is also meritless. A motion to dismiss is
 17 not the proper vehicle by which the Court should weigh functionality in a trade
 18 dress infringement claim. This is because “[f]unctionality is a question of fact.”
 19 *Clicks Billiards, Inc. v. Sixshooters, Inc.*, 251 F.3d 1252, 1258 (9th Cir. 2001)
 20 (citations omitted).

21 In analyzing functionality, a court must consider: “(1) whether the design yields
 22 a utilitarian advantage, (2) whether alternative designs are available, (3) whether
 23 advertising touts the utilitarian advantages of the design, and (4) whether the
 24 particular design results from a comparatively simple or inexpensive method of
 25 manufacture.” *Disc Golf Assn., Inc. v. Champion Discs, Inc.*, 158 F.3d 1002, 1006
 26 (9th Cir. 1998). Consequently, “functionality is generally viewed as an intensely
 27 factual issue.” *Surface Supplied, Inc. v. Kirby Morgan Drive Sys., Inc.*, No. C 13-0575
 28 MMC, 2013 WL 6354244, at *3 (N.D. Cal. Dec. 5, 2013) (quoting *Tie Tech, Inc. v.*

1 *Kinedyne Corp.*, 296 F.3d 778, 783 (9th Cir. 2002)). Facts going to the functionality
 2 analysis should not be resolved at the motion to dismiss stage. *Autodesk, Inc. v.*
 3 *Dessault Sys. SolidWorks Corp.*, No. C 08-04397, 2008 WL 6742224, at *2 (N.D.
 4 Cal. Dec. 18, 2008) (noting “[g]enericness and functionality are questions of fact,
 5 making dismissal under Rule 12(b)(6) inappropriate.”).

6 Nevertheless, Alvantor has pleaded its trade dress claim sufficiently under
 7 Rule 8. Among other things, Alvantor identifies four non-functional categories (size,
 8 shape, color, and texture (5AC ¶ 53)), lists 13 specific non-functional features (*id.*
 9 ¶ 54), and includes four images to illustrate these non-functional features.

10 More specifically, ¶ 53 of the 5AC states:

11 “‘Trade Dress’ refers to the total image of a product, including such
 12 non-functional features as size, shape, color, texture. Defendants
 13 make, import, distribute, use, offer to sell and/or sell in the United
 14 States, including this district, tent products that directly infringe
 15 Alvantor’s Trade Dress in violation of § 43(a) of the Lanham Act, 15
 16 U.S.C. § 1125(a) and Federal Unfair Competition laws.”

17 In ¶ 54 of the 5AC, Alvantor goes on to specifically list the alleged non-
 18 functional trade dress elements:

19 “Alvantor has actively marketed, promoted, and continuously sold tent
 20 products bearing certain trade dress elements, such that they have acquired
 21 secondary meaning within the relevant market. The trade dress elements-
 22 at-issue (as described below and shown in FIGS. 1-4 below) are as follows:

- 23 - The overall dome shape of the tent
- 24 - The overall shape of the side panels
- 25 - The number of side panels
- 26 - Each of the side panels is either transparent or fully clear
- 27 - Each of the side panels has a top arc section that is non-transparent material
- 28 - Each of the side panels has a bottom section that is non-transparent material

- The overall shape of the doors
- The two doors being placed in two opposing side panels
- The door zipper that runs along three sides of the door side panels
- The door is hinged at the top of the side panel at the bottom of the top arc section
- The door can be rolled up and tied down at the top of the side panel
- The lower skirt section extending from each side panel
- The roof line or shape that forms into the opened tent and below the top of each side panel.”

In addition, Alvantor provides the following four annotated figures on pages 19-20 of the 5AC to further explain and clarify the alleged trade dress elements:

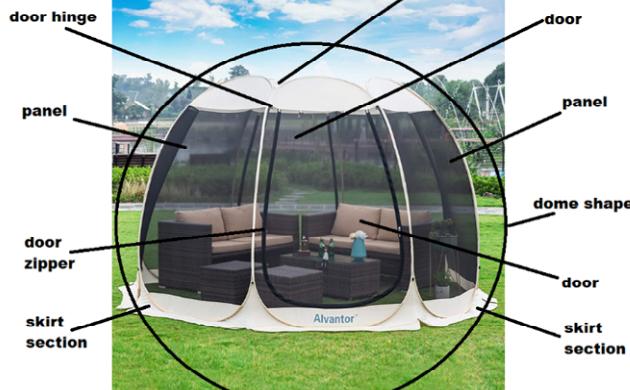


FIG. 1 - Exemplary Plaintiff's Screen Tent



FIG. 2 - Exemplary Plaintiff's Screen Tent

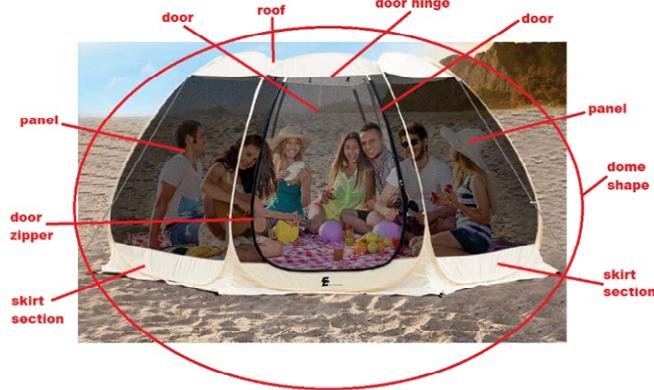


FIG. 3 - Exemplary Defendants' Infringing Screen Tent



FIG. 4 - Exemplary Defendants' Infringing Screen Tent

Alvantor alleges its trade dress is highly distinctive (5AC ¶¶ 25, 38, 46). In

1 particular, ¶ 25 of the 5AC states:

2 “As a result of the promotion and sales of its portable tents and
3 gazebos, using Alvantor’s copyrights, designs and trade dress, such
4 goods offered and sold are recognized by consumers and the trade to
5 be of the highest quality, highly distinctive, and are provided by
6 Alvantor with superior customer service. As a result, the Alvantor
7 intellectual property, including its copyrights, trademarks, trade dress,
8 and designs, and the goodwill associated therewith are of inestimable
9 value to Alvantor.”

10 In addition, ¶ 25 of the 5AC states:

11 “Long prior to the acts of Defendants complained of herein, Alvantor
12 extensively used its trade dress elements (as identified and discussed
13 in Paragraph 54 and FIGS. 1-4 below) to identify its goods and to
14 distinguish it from the goods and services provided by others. The
15 distinctiveness of the Alvantor trade dress elements are understood by
16 consumers and the trade that portable gazebos that Alvantor offered
17 are designed by, manufactured by, distributed by, and originate from
18 and are provided by Alvantor.”

19 Furthermore, ¶ 46 of the 5AC states:

20 “As more fully set forth above, Defendants’ use of the Infringing
21 Content is substantially identical to Alvantor’s inherently distinctive
22 intellectual property, copyrights, and trade dress. As a result, the
23 purchasing public and the trade are likely to attribute to Defendants
24 the authorized use of Alvantor’s intellectual property by Alvantor as
25 a source of origin, authorization and/or sponsorship of Defendants’
26 goods and therefore, to purchase Defendants’ goods based on that
27 mistaken belief.”

28 In ¶¶ 32D and 32E of the 5AC, Alvantor describes how an exemplary cursory

1 comparison of Alvantor products and Defendants' products would show that
2 Defendants copied and infringed Alvantor's trade dress. In particular, ¶¶ 32D and
3 32E of the 5AC state:

4 "Through even a cursory comparison of the Alvantor Bubble Tent
5 designs, shown in Exhibit 3 attached hereto, and the Copied Goods by
6 Defendants, shown in Exhibit 6 attached hereto, shows the obvious
7 and striking infringement of the Alvantor tent designs and design
8 elements, both of which are incorporated herein by this reference as
9 if set forth in full.

10 More particularly, a comparison shows that the Copied Goods by
11 Defendants copied and are strikingly the same as the Alvantor Bubble
12 and Screen Tents with respect to: (a) the same number of sides or
13 panels as the Alvantor bubble-style tents; (b) each of the panels are
14 fully clear or transparent; (c) the tents have two opposing panels with
15 roll up, zippered doors that are hinged at the top; (d) the remaining
16 panels are formed without doors or windows; (e) a lower skirt section
17 to each of the sides or panels; (f) a roof line or shape that forms into
18 the opened tent; and (g) the easy, 'self-opening" assembly.'"

19 This level of detail and information is sufficient to put Defendants on notice of
20 the non-functional trade dress features at issue in this action. *See Sambonet Paderno*
21 *Industrie, S.P.A. v. Sur La Table, Inc.*, 2015 WL 4498795, at *4 (C.D. Cal. July 23,
22 2015). Thus, this Court should deny Defendants' Motion to Dismiss Plaintiffs' Third
23 Cause of Action for Trade Dress Infringement.

24 Finally, because Defendants' Motion to Dismiss Plaintiffs' First and Second
25 Causes of Action turn on whether Plaintiffs have stated a claim for trade dress
26 infringement, and Plaintiffs have stated such a claim, it necessarily follows that
27 Plaintiffs' Motion to Dismiss should also be denied as to Plaintiffs' first two claims.

1 **IV. CONCLUSION**

2 For the foregoing reasons, Plaintiffs respectfully request that this Court deny
3 Defendants' Motion to Dismiss in its entirety.
4

5 Dated: October 16, 2023

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CERTIFICATE OF SERVICE

I, Vanessa Parsons, declare as follows:

I am employed in the County of Orange, State of California; I am over the age of eighteen years and am not a party to this action; my business address is 650 Town Center Drive, Suite 1530, Costa Mesa, CA 92626. On October 16, 2023, I served the following document(s):

**PLAINTIFFS' OPPOSITION TO DEFENDANTS' MOTION TO DISMISS
PLAINTIFFS' FIRST, SECOND, AND THIRD CAUSES OF ACTION OF
PLAINTIFFS' FIFTH AMENDED COMPLAINT**

on the parties stated on attached service list

BY COURT'S CM/ECF SYSTEM. Pursuant to Local Rule, I electronically filed the documents with the Clerk of the Court using the CM/ECF system, which sent notification of that filing to the persons listed on the Service List.

BY E-MAIL. By sending via e-mail, to the parties for service of the foregoing documents to the persons listed on this Service List.

(STATE) I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

(FEDERAL) I declare under penalty of perjury that the foregoing is true and correct.

Executed on October 16, 2023, at Costa Mesa, California.

/S/ VANESSA PARSONS
Vanessa Parsons

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